



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Contract for 2012 Streets Crack Sealing with Graham Contractors, Inc., of San Jose (\$79,216.02)

MEETING DATE: June 20, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute contract for 2012 streets crack sealing with Graham Contractors, Inc., of San Jose, in the amount of \$79,216.02.

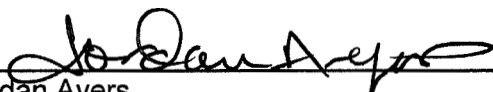
BACKGROUND INFORMATION: This project consists of crack sealing approximately 2,300,000 square feet of various City streets. The primary cause of asphalt failure is water infiltration into the street sub-grade. Crack sealing is one of the most basic and important preventative maintenance practices, but the work can only be performed during the warm summer months. In an effort to maximize the street area sealed during the summer months, this maintenance program will be contracted out. Last year approximately 1.5 million square feet of streets were treated. This contract will treat approximately 2.3 million square feet.

Plans and specifications for this project were approved on March 21, 2012. The City received the following three bids for this project on April 12, 2012. The project estimate for this project was \$80,000.

Bidder	Location	Bid
Graham Contractors, Inc.	San Jose	\$ 79,216.02
Valley Slurry Seal	West Sacramento	\$ 120,299.40
California Pavement Maintenance	Sacramento	\$ 136,188.00

FISCAL IMPACT: Crack sealing extends the useful life of the City streets.

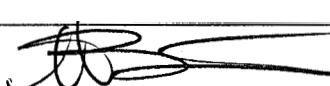
FUNDING AVAILABLE: Measure K Maintenance Fund (325028)


 Jordan Ayers
 Deputy City Manager/Internal Services Director


 F. Wally Sandelin
 Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
 FWS/KMG/pmf
 cc: Deputy Public Works Director - Utilities
 Compliance Engineer

APPROVED:


 Konradt Bartlam, City Manager

**2012 CRACK SEALING VARIOUS CITY STREETS
CONTRACT**

PAGE 1

CITY OF LODI, CALIFORNIA

THIS CONTRACT, made by and between the CITY ~~OF~~ LODI, State of California, herein referred to as "City" and GRAHAM CONTRACTORS, INC., herein called "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete contract consists of the following documents, which are filed in the Public Works Department, which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract
Contract Bond

The July 1992 Edition Standard
Specifications, State of California
Business and Transportation
Agency, Department of
Transportation

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City and under the condition expressed in the bond bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to perform and complete in a good workmanlike and substantial manner and to the satisfaction of the City as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the contractor.

ARTICLE IV And the Contractor agrees to receive and accept the following prices as full compensation for furnishing the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for the sealing of existing transverse and longitudinal cracks and joints and random cracks in bituminous pavement surfaces and other incidental and related work in accordance with these specifications.

**2012 CRACK SEALING VARIOUS CITY STREETS
BID PROPOSAL**

BID ITEM 1 - CRACK SEALING VARIOUS CITY STREETS

The work consists of thoroughly cleaning and sealing the existing transverse and longitudinal cracks and joints and random cracks in bituminous pavement surfaces and includes other incidental and related work as shown in the specifications. The quantity shown for bidding purposes has been approximated. Actual payment for the work will be determined by field measurements of the work completed. Additionally, the tonnage of sealant used for each street segment is to be reported to the City.

Item	Road Name	From Address	To Address	Approximate Area (SF)	Price per Square Foot	Total Cost per Street
1	Beckman Rd.	Hwy. 99 offramp	Kettleman Ln.	337,300	\$0.0349	11,771.77
2	Cherokee Ln. NB	HWY 99 off ramp	Pioneer Dr.	355,300	\$0.0349	12,399.97
3	Cherokee Ln. SB	Pioneer Dr.	Harney Ln.	457,900	\$0.0349	15,980.71
4	Elm St.	Main St.	Cherokee Ln.	136,400	\$0.0349	4,760.36
5	Pine St.	Main St.	Guild Av.	305,600	\$0.0349	10,665.44
7	Church St.	Vine St.	Swain Dr.	231,400	\$0.0349	8,075.86
8	Fairmont Av.	Tokay St.	York St.	66,400	\$0.0349	2,317.36
9	Fairmont Av.	Cardinal St.	Kettleman Ln.	54,500	\$0.0349	1,902.05
10	Hutchins St.	Lodi Av.	Kettleman Ln.	275,800	\$0.0349	9,625.42
TOTAL				2,269,800		79,216.02

References must be submitted with bid proposal as described in Section 2.1400.

ARTICLE V By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII The Contractor agrees to commence work pursuant to this contract within 15 calendar days after the City Manager has executed the contract and to diligently prosecute to completion within the allotted number of working days:

Thirty (30) Working Days after receipt of the Notice to Proceed.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written below.

CONTRACTOR

Dated:_____

Authorized Signature

Title

TYPE OF ORGANIZATION
Individual, Partnership or Corporation

(Affix corporate seal if Corporation)

Address

()
Telephone


CITY OF LODI
a Municipal corporation

Konradt Bartlam
City Manager
Attest:

Randi Johl, City Clerk

Approved as to Form:

D. Stephen Schwabauer
City Attorney



RESOLUTION NO. 2012-93

A RESOLUTION OF THE LODI CITY COUNCIL AWARDING
CONTRACT FOR 2012 STREETS CRACK SEALING AND
FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT ON BEHALF OF THE CITY

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WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on April 12, 2012, at 11:00 a.m., for 2012 Streets Crack Sealing, described in the plans and specifications therefore approved by the City Council on March 21, 2012; and

WHEREAS, said bids have been checked and tabulated and a report thereof filed with the City Manager as follows:

Bidder	Bid
Graham Contractors, Inc.	\$ 79,216.02
Valley Slurry Seal	\$ 120,299.40
California Pavement Maintenance	\$ 136,188.00

WHEREAS, staff recommends awarding the contract for 2012 Streets Crack Sealing to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$79,216.02.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby award the contract for 2012 Streets Crack Sealing to the low bidder, Graham Contractors, Inc., of San Jose, California, in the amount of \$79,216.02; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City of Lodi.

Dated: June 20, 2012

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I hereby certify that Resolution No. 2012-93 was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 20, 2012, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk